

CONTRACT AGREEMENT NO. OPS-CHG-20-21-7031
BY AND BETWEEN
CAREERSOURCE CENTRAL FLORIDA
390 North Orange Ave. Suite 700, Orlando, FL 32801
AND
CHANGE EVERYTHING, INC.
255 South Orange Avenue, Suite 104, Orlando, FL 32801

Central Florida Regional Workforce Development Board, Inc. hereinafter referred to as "CareerSource Central Florida" desires to enter into this Contract Agreement (Agreement") with Change Everything, Inc. (Contractor) providing among other things for Contractor's services to CareerSource Central Florida. In consideration of the mutual covenant and agreement expressed herein, CareerSource Central Florida and Contractor hereby agree as follows.

1. TERM

Regardless of the date of signature, the term of this Agreement shall commence on October 26, 2020 and shall end on December 31, 2020, subject to the provisions outlined in this Agreement. However, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits and reporting as applicable. CareerSource Central Florida reserves the right to negotiate for continued services with Contractor for an additional two years depending upon Contractor's performance and funding availability at the sole and absolute discretion of CareerSource Central Florida. Each year CareerSource Central Florida will evaluate the effectiveness of Contractor's performance and determine if the Agreement should continue.

2. RESPONSIBILITIES OF CONTRACTOR AND PAYMENT TERMS

This Agreement is made and entered into by and between CareerSource Central Florida and Contractor for the provision of services in accordance with **Attachment A – Statement of Work & Payment Terms, Attachment B - Contractor's Proposal, and Attachment C – Contractor Provisions, Certifications, and Assurances**, attached hereto and made a part hereof in the terms of this Agreement. Contractor shall return to CareerSource Central Florida any funds paid to Contractor, which have been disallowed pursuant to the terms of this Agreement.

The parties agree to comply with all the terms and provisions of this Agreement, including the included attachments.

Approved by:

Central Florida Regional Workforce Development
Board, d/b/a CareerSource Central Florida



Pamela Nabors

Typed Name

President & CEO

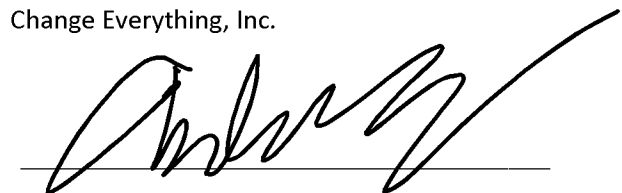
Title

10/26/2020

Date

Approved by:

Change Everything, Inc.

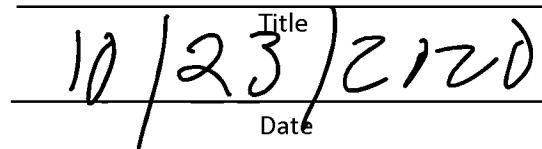


Andrae Bailey

Typed Name

Chief Executive Officer

Title



Date

STATEMENT OF WORK & PAYMENT TERMS

CareerSource Central Florida's (CSCF) alignment with Project Opioid will commission a comprehensive Opioid-related Training, Navigation, and Employment Program and foster opioid recovery through workforce development, advocacy, and harm reduction as issued by the federal grant FOA-ETA-20-01.

To achieve the goal of this grant, CSCF will:

1. Implement programs to address economic and workforce-related impacts on communities;
2. Engage employers to address the impacts of substance and opioid misuse by playing an active role in the grant's program design and delivery, pioneering creative ways to support the skills attainment of existing or new employees, and connecting businesses with resources to help workers retain their employment;
3. Provide training and employment services and comprehensive screening services, including outpatient treatment recovery care and other supportive services; and
4. Deliver training and employment opportunities to encourage more individuals to enter professions that address the crisis and/or provide relevant skills training that would help individuals enter career pathways and find and retain employment in in-demand fields.

The following deliverables outlined below detail work to be completed by Contractor, and will support CSCF's efforts to achieve its goal:

Implementation Fee
CSCF will pay Contractor an implementation fee upon execution of this Agreement. Payment of the implementation fee should not exceed \$24,900.00.

Deliverable 1 – Development, Planning, and Recommendation Phase
<p>Contractor will draft a plan of development and implementation of an opioid-focused training program for employers and individuals. Services to be included in the plan, include but are not limited to:</p> <ul style="list-style-type: none"> • Providing continuing education to better equip human resources and benefits departments' break down stigma and engage their employees on the opioid crisis. • Advocating for increased access and availability to proven best practices in treatments. • Rehabilitating unemployed or underemployed individuals who have been impacted by the opioid crisis back into the workforce. <p>Contractor will also compile a list of recommended in-demand fields and positions that foster solutions within the realm of the opioid crisis. Services will include, but are not limited to:</p> <ul style="list-style-type: none"> • Completing a needs assessment to determine which fields and positions are needed to make a measurable difference in the opioid crisis. • Providing special attention to fields that may require specific training or education within the industries of treatment and recovery.

Deliverable 2 – Partner Recruitment Phase

Contractor will provide the recruitment of Project Opioid's Thought Leaders within the system of care to facilitate a navigation center for individuals impacted by opioids. Services will include, but are not limited to:

- Providing a sponsored rotating mentor program that lends mental health navigators to the CORE Center.
- Incorporating a corporate promise of employment, on the job training, or internship opportunities afforded to program participants.

Deliverable 3 – Final Document Preparation Phase

Contractor will plan and facilitate a community training and distribution program for Naloxone (Narcan). Deliverable will include, but is not limited to:

- Offering training on responses to overdoses using Naloxone.
- Providing safe and reliable access to free Naloxone.

PAYMENT TERMS

Contractor shall invoice CSCF, in accordance with the deliverables and terms listed in this Attachment. **Per this Agreement, the hourly rate for services accessed will be \$75.00 per hour, total hours billed should not exceed 664 hours, and total costs for consultative services provided by the Contractor will not exceed \$49,800.00.** Business-related travel expenditures, including mileage, hotel accommodations, food, and beverages are not reimbursable under this Contract, regardless of purpose. Contractor shall submit invoices to facilitate payments in accordance with the schedules outlined below. Invoices shall be submitted electronically to accountspayable@careersourcecf.com. Payment shall be payable by CSCF to Contractor within 30 days of invoice receipt.

NOTE: In addition to the deliverables outlined above, Contractor also agrees to provide **consulting services** to CSCF, at no additional cost and on an as-needed basis, in relation to this project through June 30, 2021.

To support this Agreement, associated hours, not-to-exceed 664 hours, will be distributed among the Contractor's Team as follows:

Team	Hourly Quantity	Weekly Average
Senior Consultant	160	20 hrs (approx.)
Senior Consultant	144	18 hrs (approx.)
Project Manager	240	30 hrs (approx.)
Project Assessor	120	15 hrs. (approx.)
TOTAL	664	83 hrs. (approx.)

Pursuant to this Agreement, payments from CSCF will be distributed to the Contractor as follows:

Payment	Invoice Due Date	Amount
Initial Payment (50%)	Upon Contract Execution	\$ 24,900.00
2 nd Payment (25%)	November 26, 2020	\$ 12,450.00
3 rd Payment (25%)	Upon Completion of Work and Delivery of Final Written Project Plan	\$ 12,450.00
TOTAL CONTRACT COST (NTE)		\$ 49,800.00

CONFIDENTIAL & PROPRIETARY INFORMATION

Contractor and its employees, agents, or representatives shall not, at any time or in any manner, either directly or indirectly, use for personal benefit, divulge, disclose, or communicate in any manner any information that is proprietary to or that should reasonably be considered to be confidential by "Career Source Central Florida" and its employees, members or agents. This includes the identity of any Career Source Central Florida member and/or the member's family.

Contractor shall hold all information communicated by Career Source Central Florida, whether written, oral or visual, including Career Source Central Florida information observed, seen, or heard by Contractor while performing services for Career Source Central Florida (the "Confidential Information"), in strict confidence and will not disclose, distribute, disseminate or copy the Confidential Information, or any documents or information derived therefrom, in any way to any third party, without Career Source Central Florida's prior written approval. This provision shall survive any termination or expiration of this Agreement. Upon termination or expiration of this Agreement for any reason, Contractor will immediately return to Career Source Central Florida all property or other items in its possession, including all copies thereof, relating directly or indirectly to any Career Source Central Florida confidential or proprietary information. Contractor further agrees that all still and video photography using any medium whatsoever that is taken of Career Source Central Florida members, at ANY Career Source Central Florida event (the "Career Source Central Florida Images"), is considered confidential and proprietary information.

Further, Contractor and all its employees, contractors, vendors and other associated/related parties agree that they shall not under any circumstances use, publish, distribute, sell, trade or make available any Career Source Central Florida Images. Contractor understands that CareerSource Central Florida events (including Career Source Central Florida social events) are private, and Contractor agrees that Contractor, its employees, contractors and other associated/related parties will not mention Career Source Central Florida, or anything about the Career Source Central Florida event attended by Contractor (including any Career Source Central Florida events connected in any way to the Career Source Central Florida event attended by Contractor) in any medium without Career Source Central Florida's prior written consent, which Career Source Central Florida may grant in its sole and absolute discretion.

____END OF ATTACHMENT A____



PROPOSAL

GRANT PLANNING AGREEMENT

No. CSCFL-CEI-2020-10

PRESENTED TO: CareerSource Central Florida

ATTN: Pam Nabors, CEO

PRESENTED BY: Change Everything, Inc.

DATE: October 2, 2020

PREMISE

CareerSource of Central Florida (CSCFL) has partnered with Change Everything, Inc. on many vital issues to plan and develop programs that aid individuals in need. Upon being awarded a Federal grant to combat the opioid crisis from within the workforce, CSCFL aligned with Project Opioid to commission a comprehensive Opioid-related Training, Navigation, and Employment Program. This program intends to foster opioid recovery through workforce development, advocacy, and harm reduction as issued by the federal grant FOA-ETA-20-01.

To achieve the goal of this grant, CSCFL and Project Opioid will establish the first Community Opioid Resource and Employment (CORE) Training and Navigation Center designed to educate individuals on the mental health and addiction crisis so that they might:

1. Implement programs to address economic and workforce-related impacts on communities;
2. Engage employers to address the impacts of substance and opioid misuse by playing an active role in the grant's program design and delivery, pioneering creative ways to support the skills attainment of existing or new employees, and connecting businesses with resources to help workers retain their employment;
3. Provide training and employment services and comprehensive screening services, including outpatient treatment recovery care and other supportive services; and
4. Deliver training and employment opportunities to encourage more individuals to enter professions that address the crisis and/or provide relevant skills training that would help individuals enter career pathways and find and retain employment in in-demand fields.

PROJECT OBJECTIVE

To successfully meet the standards set by this grant, Change Everything, Inc. proposes the following planning commission to develop a comprehensive blueprint for Project Opioid's CORE training, navigation, and employment program. Change Everything, Inc. will develop a written document containing a detailed project plan for the four objectives outlined below:

1. Development and implementation of an opioid-focused training program for employers and individuals
2. Curation of a list of recommended in-demand fields and positions that foster solutions within the realm of the opioid crisis
3. Recruitment of Project Opioid's Thought Leaders, within the system of care to facilitate a navigation center for individuals impacted by opioids
4. Facilitation of a community training and distribution program for naloxone (Narcan)

The culmination of this commission will result in a clear plan of action to achieve the stated goals of the grant. In the following section, titled: Scope of Work, each objective is defined in addition to the parameters of the proposed planning commission.

SCOPE OF WORK

Project Type: Planning Commission – program development period for federal grant recipient

Project Deliverable(s): Comprehensive Project Plan & Recommendations (document)

Timeframe: estimated ~60 calendar days

Proposed Contract Start Date: _10/12/2020_

Deadline: _12/12/2020_

DETAILED SCOPE OF WORK:

Delivery of a project plan outlining the concept for each of the four grant objectives and ensuring the proper consideration of the concepts articulated within each objective below.

Objective 1

Development and implementation of an opioid-focused training program for employers and individuals.

- Provide continuing education to better equip human resources and benefits departments break down stigma and engage their employees on the opioid crisis
- Advocate for increased access and availability to proven best practices in treatments
- Rehabilitate unemployed or underemployed individuals who have been impacted by the opioid crisis back into the workforce

Objective 2

Curation of a list of recommended in-demand fields and positions that foster solutions within the realm of the opioid crisis.

- Complete a needs assessment to determine which fields and positions are needed to make a measurable difference in the opioid crisis
- Pay special attention to fields that may require specific training or education within the industry of treatment and recovery

Objective 3

Recruitment of Project Opioid's Thought Leaders, within the system of care to facilitate a navigation center for individuals impacted by opioids.

- Provider sponsored rotating mentor program that lends mental health navigators to the CORE Center.
- Corporate Promise of employment, on the job training, or internship opportunities afforded to program participants.

Objective 4

Facilitation of a community training and distribution program for naloxone (Narcan)

- Offer training for responding to an overdose and using naloxone
- Provide safe and reliable access to free naloxone

TIMELINE:

For the completion of a comprehensive project plan outlining the concept for each of the four stated grant objectives, Change Everything, Inc. will approach this project in three phases.

Phase 1: Research and Strategy Development

Timeframe: ~30 Days

Phase 2: Partner Recruitment

Timeframe: ~30 Days

Phase 3: Final Document Preparation

Timeframe: ~15 Days

COMPENSATION TERMS

In consideration of the planning commission to be provided by Change Everything, Inc. for the CareerSource of Central Florida, the duration of an agreement based on our provision of these services will be approximately 60 calendar days.

Change Everything, Inc. is prepared to offer our consultatory services for a contracted sum in the amount of \$49,800.00, which is comprised of the following:

Total Hours Billed: 664 Team Hourly Rate: \$75.00

<u>Team</u>	<u>Qty Hours</u>	<u>Weekly Avg.</u>
Senior Consultant	160	~20
Senior Consultant	144	~18
Project Manager	240	~30
Project Assessor	120	~15

PAYMENT TERMS:

- An initial payment in the amount of 50%, \$24,900.00 of the contracted sum due upon the validation of this agreement by the signatures of the parties involved;
- The second installment of \$12,450.00 due at 30 days
- The final installment of \$12,450.00 due upon the completion of the work and the delivery of a final written project plan



CONTRACTOR PROVISIONS, CERTIFICATIONS, AND ASSURANCES

CareerSource Central Florida will not award a contract where Contractor has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS, AND ASSURANCES contained in this Contract. In performing its responsibilities under this Contract, Contractor hereby certifies and assures that it will fully comply with the following:

I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).

The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract have been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph above; and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal (or plan).

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)

Contractor certifies, to the best of his or her knowledge & belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by

31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37)

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity.
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of age;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.

IV. ACCESS TO RECORDS

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

VI. PROVISION AGAINST ASSIGNMENT

Contractor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Contractor from this modified agreement.

VII. DAVIS-BACON ACT

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

VIII. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

Contractor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

IX. AMERICANS WITH DISABILITIES ACT

Contractor will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

X. EXECUTIVE ORDER 11246

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractor and Subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/Subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

Contractor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

XII. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT

The Contractor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

XIII. ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

XIV. ENVIRONMENTAL STANDARDS

Contractor will comply with environmental standards, which may be prescribed pursuant to the following:

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO 11514);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood plains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.)
- f. Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

XV. INTEGRITY

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING

When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

XVII. MODIFICATIONS

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed, and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one year period at the end of this contract.

XVIII. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Contractor fails to provide any of the services it has contracted to provide; or
 - b. Contractor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the Board.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Contractors/sub-grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

XIX. COMPLIANCE WITH TANF

Contractor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated there under.

XX. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Contractor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

XXI. PUBLIC ENTITY CRIMES

Contractor shall comply with Section 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XXII. THE PRO-CHILDREN ACT

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall prohibit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

XXIII. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource Central Florida for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource Central Florida. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

___END OF ATTACHMENT C___